

SEP 14 '10 -9 50 AM

SURFACE TRANSPORTATION BOARD

Feeney & Dixon, L.L.P.
Counsellors at Law

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August 31, 2010

SEP 13 2010
RECEIVED

Karen January
Section Administration
Surface Transportation Board
Office of Proceedings
395 E Street, SW
Washington, DC 20423-0001

Re: Steven C. Schnedler / Paul E. Schnedler Trust dated 3/13/96 to Hiler, Mark. T
One (1) 100-ton 4,700 cubic foot Covered hopper railcar(s)
Car Nos./Ident: 67006

Dear Ms. January:

Thank you for your call of this date. Pursuant to our telephone conference; enclosed herewith please find original and 2 copies of Transfer Agreement from Paul E. Schnedler to Paul E. Schnedler Trust. Please record this transfer first, before filing the previous one sent to you on August 26, 2010..

My apologies for the oversight.

Very truly yours,

FEENEY & DIXON, L.L.P.

By:

Erin Forman
Erin Forman, Secretary

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Transfer Agreement

SURFACE TRANSPORTATION BOARD

Used Equipment

THIS AGREEMENT is dated as of the 2nd day of April, 1998, (date of "Closing") and is between MARIAN L. SCHNEDLER, Executrix of the Estate of Paul E. Schnedler, deceased, an individual ("Transferor") and STEVEN SCHNEDLER, Trustee of the Paul E. Schnedler Trust U/A dated 03/13/1996 Marital Trust, ("Transferee"). Pursuant to this agreement the Transferor and Transferee have agreed as follows:

1. Description. For good and valuable consideration as stated in Paragraph 2 below and the other terms and conditions hereinafter set forth, Transferor agrees to transfer and Transferee agrees to accept from Transferor the following described equipment: One Covered Hopper Grain Car now numbered NOKL67006 and formerly numbered CNW182776 and formerly numbered RRRX1213. Additional descriptive information is shown on Schedule A to this agreement.

2. Purchase Price. The purchase price for the Equipment is Inheritance and other good and valuable consideration.

3. No Warranties. The equipment is sold "AS IS, WHERE IS, WITH ALL FAULTS". There are NO EXPRESS WARRANTIES made by Transferor except as contained herein, and no agent or employee of Transferor has any authority to make an express warranty. TRANSFEROR MAKES NO IMPLIED WARRANTIES, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Indemnity. Transferee agrees to indemnify, defend and hold Transferor, his employees, agents and representatives harmless from and against any and all losses, costs, expenses, demands, claims or judgments resulting from damage to property or personal injuries sustained by any person, arising out of, resulting from, or in any way connected with the removal, operation, maintenance, possession, use, transportation or disposition of the Equipment, or any portion thereof, but excluding only claims which are found to have resulted solely from the negligent act(s) or omission(s) of Transferor and not contributed to by the negligence of the Transferee or his employees.

5. Title. Title and risk of loss of the Equipment shall pass from Transferor to Transferee upon date of closing which is April 22, 1998. Transferor warrants that she, as Executrix of the Estate of Paul E. Schnedler, deceased, is the owner of the Equipment free and clear of any liens, security interests or other encumbrances with the exception of management agreements and or leases described in Paragraph 9 of this Agreement.

Transferor further warrants that he has paid all Local, State and Federal income and other taxes.

6. Taxes. Transferor warrants that there are no sales, use or other taxes payable by reason of this sale. If requested by Transferee, Transferor will provide Transferee with a valid State of _____ sales and or use tax exemption certificate or statute citation or regulatory citation exempting the sale of railroad car. For purposes of this exemption, it is noted that railroad car is currently and is expected to be used in interstate commerce by _____ whose operation and or tariffs are subject to review by the U. S. Surface Transportation Board (successor to the Interstate Commerce Commission). It is further noted that this equipment when empty weighs over _____ pounds per _____ unit and when fully loaded weighs up to a maximum of _____ pounds per _____.

7. Changes in Status of Transferor Since Purchase. Transferor warrants that there have been no change (list corporate status, marital status, etc.) since Transferor originally purchased the Equipment. If there have been any changes, Transferor warrants that he alone has full power to convey the title to the Equipment.

8. Insurance. As of date of Closing, Transferor transfers to Transferee all insurance coverage related to this Equipment.

9. Leases, Management Agreements, Rental Revenues, Maintenance and Repairs, Escrow.

a. As of date of Closing, Transferor transfers to Transferee all obligations and interests in leases related to this equipment.

b. For Equipment subject to Management Agreements, Transferor and Transferee will sign, as of date of Closing, assignments and or novations to transfer Transferor's obligations and interests in any Management Agreements to Transferee.

c. Rental revenue for Equipment distributed after date of Closing will be for Transferee's account even if the revenue represents work done by the Equipment prior to date of closing.

d. Maintenance, repair and other operating costs billed to owner after date of Closing will be for the Transferee's account whether or not the actual shop work was performed after the Closing.

10. Entire Agreement. This Agreement contains the entire agreement of the parties and is intended to replace and supersede all prior negotiations, understandings and agreements between the parties. No modifications of the terms and conditions of this Agreement will be valid or

binding on the parties unless made in writing after the date hereof and signed by each of the parties or their authorized representatives.

11. Governing Law. This Agreement shall be construed according to the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of April 22, 1998.



Marian L. Schnedler, Executrix of the
Estate of Paul E. Schnedler, deceased
TRANSFEROR



Steven Schnedler, Trustee of the
Paul E. Schnedler Trust U/A
dated 03/13/1996 Marital Trust
TRANSFeree

SCHEDULE A

1. Car Type: Covered Hopper Car
2. Car Mark History:
3. Year Built New:
4. Manufactured By:
5. Copy of Manufacturer's Bill of Sale and all intervening Bills of Sale attached: No
6. Seller has received written determination that this car can be loaded to 268,000 pounds: No
7. Seller is the original purchaser from the manufacturer: Unknown

**RUPPERT, BRONSON
CHICARELLI & SMITH
CO., L.P.A.**

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